Appendix E
SOFTWARE INSTALLATION
AGREEMENT

This Agreement is made by and between Gateway Companies, Inc., ("Gateway") and Customer purchasing installation services under Contract DIR-SDD-220 that require Gateway to install Customer-provided software.   This agreement is effective upon acceptance of Customer's Purchase Order by Gateway. Under the following terms and conditions, Gateway will receive (or furnish), replicate and install the Customer-provided software on Gateway computer products ("Products") purchased by Customer. Customer's Purchase Order shall contain a list of the Customer-provided software to be installed by Gateway.

1.   Title: Title or license to copyrights and patents in the Software (and the source and object code associated with the Software) are and shall remain the property of Customer or Customer's licensors. All copies of the Software made by or for Gateway, as well as any and all Software developed by Gateway for Customer's benefit, shall remain the property of Customer. Gateway shall install the Software only on Customer designated Products.

2.   License Grant: In order to perform this service, Customer hereby grants to Gateway and its affiliates a nonexclusive, nontransferable license and right to internally manufacture, use, and reproduce copies of the Software as contemplated herein. If necessary to fulfill Customer's instructions, such grant shall also include the right to modify, create and reproduce computer derivative works, which works shall belong to the licensor of the Software.

3.   Representations & Warranties: Customer represents and warrants that: (1) it has full power to enter into this Agreement; (2) it has all rights, title, and interest in the Software and the right to copy or have copies made for its own use, and such rights can be conveyed to Gateway without restriction for the purposes contemplated herein; (3) modifications which the Customer requests Gateway to make to the Software do not infringe upon or misappropriate any copyright, patent, trade secret, or other proprietary rights of any third party; (4) the media upon which the Software is provided to Gateway by Customer is free from all defects and viruses; and (5) installation of the Software shall not by itself result in any performance problems or degradation of the Gateway Products.

4.   Export Control Compliance: Customer shall comply with any applicable export control laws and regulations as they apply to the Software and/or the export of Gateway Products onto which the Software has been installed as contemplated by this Agreement, and shall obtain any permits and licenses required for the lawful export, operation and use of such Products or components thereof. Customer shall indemnify and defend Gateway against any breach of its obligations under this paragraph and shall pay all resulting costs, damages and attorney's fees related thereto.

5.   Indemnification: To the extent permitted by law, the Customer agrees to indemnify, hold harmless and defend Gateway, its officers, directors, contractors and employees from and against any assertions, claims, causes of action, liabilities, costs, losses, and damages, including direct, indirect, or consequential damages arising out of or relating to any matter contemplated by this Agreement including: (1) alleged infringement or violation of any trademark, copyright, trade secret, right of publicity or privacy, patent or other proprietary right with respect to the Software; (2) any possession or use of confidential or proprietary information or trade secrets Customer has obtained from sources other than Gateway; (3) any Customer failure to comply with federal, state or local law (including notice of any ITAR encryption requirements); and (4) the breach of any representation, covenant or warranty stated herein.

6.   General Provisions: All matters arising as between Gateway and Customer with respect to the subject matter of this Agreement which are not specifically addressed herein shall be governed by Contract DIR-SDD-220.